

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O'Reilly Media, Inc.		12/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	45 Fremont Street, 2nd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94165
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1804376	NUTSHELL HANDBOOK
Registration Number:	2080482	BEST OF THE NET
Registration Number:	2080483	BEST OF THE NET
Registration Number:	2123005	O'REILLY SOFTWARE
Registration Number:	2128348	O'REILLY
Registration Number:	2149506	BUILD YOUR OWN
Registration Number:	2209120	
Registration Number:	2262465	
Registration Number:	2577741	SAFARI

CORRESPONDENCE DATA

Fax Number:

(415)393-2286

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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415-393-2000

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john.calkins@bingham.com

Correspondent Name:

John W. Calkins, Bingham McCutchen LLP

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Three Embarcadero Center

TRADEMARK
REEL: 002893 FRAME: 0460

OP \$240.00 1804376

Address Line 2:	Suite 1800
Address Line 4:	San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	2035730031 (9 TRADEMARKS)
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NAME OF SUBMITTER:	Mary Dougherty
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Total Attachments: 5
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**FIRST AMENDMENT TO TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

EFFECTIVE as of December 17, 2003

by and among

Wells Fargo Bank, National Association

O'Reilly & Associates, Inc.

and

O'Reilly Media, Inc.

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FIRST AMENDMENT TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

FIRST AMENDMENT TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Amendment") effective as of December 17, 2003, by and among O'Reilly & Associates, Inc., a Massachusetts corporation (the "Assignor"), O'Reilly Media, Inc., a Delaware corporation (the "Successor"), and Wells Fargo Bank, National Association (the "Bank").

WHEREAS, the Assignor and the Bank have previously entered into that certain Trademark Collateral Security and Pledge Agreement, effective as of April 15, 2002 (the "Trademark Memorandum"), which was previously filed in the Assignment Division of the United States Patent and Trademark Office and recorded at Reel 002682, Frame 0452, which Trademark Memorandum is incorporated herein by reference, pursuant to which the Bank recorded its security interest in seven Trademarks (capitalized terms used and not defined herein shall have the meaning given to them in the Trademark Memorandum);

WHEREAS, pursuant to an Agreement and Plan of Merger dated December 17, 2003 (the "Merger Agreement"), the Assignor merged with and into Successor on December 17, 2003 (the "Merger");

WHEREAS, the Successor and the Bank have entered into a Third Amendment to Amended and Restated Credit Agreement (the "Third Amendment");

WHEREAS, pursuant to the Merger Agreement, Delaware law, Massachusetts law and/or the Credit Agreement, Successor has assumed or has been deemed to have assumed all of the liabilities of the Assignor;

WHEREAS, the Successor wishes to acknowledge and confirm its assumption of the liabilities of the Assignor and the uninterrupted continuation of the Bank's security interest; and

WHEREAS, the Trademark Memorandum provides for the amendment of both Schedule A and the Annex to Exhibit 1 of the Trademark Memorandum to include any future or other Trademarks, Trademark Registrations or Trademark Rights.

NOW THEREFORE, in consideration of the premises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. From and after the effective date of this Amendment, for any and all purposes, the Successor is, and shall be deemed to be, the Assignor under the Trademark Memorandum and this Amendment.

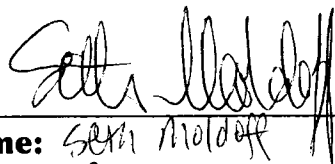
2. Schedule A and the Annex to Exhibit 1 of the Trademark Memorandum are deleted in their entireties and replaced in their entireties as set forth on Schedule A and the Annex attached hereto.

3. Except as provided in this Amendment, all other provisions of the Trademark Memorandum shall continue in full force and effect.

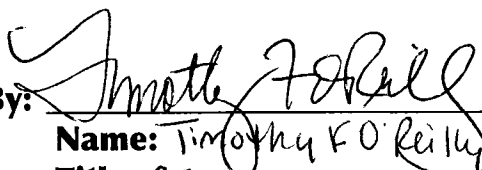
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IN WITNESS WHEREOF, this First Amendment to Trademark Collateral Security and Pledge Agreement is effective as of the day and year first above written.

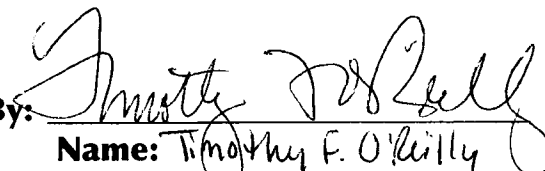
WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Seth Moldoff
Title: SVP

O'REILLY & ASSOCIATES, INC.

By: 
Name: Timothy F. O'Reilly
Title: CEO

O'REILLY MEDIA, INC.

By: 
Name: Timothy F. O'Reilly
Title: CEO

SCHEDULE A

Trademarks and Trademark Registrations

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office Registration No.	Registration Date
BUILD YOUR OWN AND DESIGN	2149506	4/7/1998
MISCELLANEOUS DESIGN	2209120	12/8/1998
MISCELLANEOUS DESIGN	2262465	7/20/1999
NUTSHELL HANDBOOK O'REILLY	1804376	11/16/1993
O'REILLY SOFTWARE	2128348	1/13/1998
SAFARI	2123005	12/23/1997
BEST OF THE NET	2577741	6/11/2002
BEST OF THE NET	2080483	07/22/1997
BEST OF THE NET	2080482	07/22/1997

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office Serial No.	Filing Date
NONE		